E. I. Dupont de Nemours & Company *and* Martinsville Nylon Employees' Council Corporation.[1]
Cases 5-CA-15243 and 5-CA-15359

22 August 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN AND HUNTER

On 20 December 1983 Administrative Law Judge Karl H. Buschmann issued the attached decision. The Respondent filed exceptions and a supporting brief, and counsel for the General Counsel filed cross-exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions and to adopt the recommended Order as modified.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, E. I. Dupont de Nemours & Company, Martinsville, Virginia, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(a).

"(a) Furnish the Union, on request, with the following: (1) information concerning asbestos removal procedures at the Respondent's Seaford, Chattanooga, Old Hickory, Richmond, Waynesboro, and Chambers-Works facilities, and (2) information of other plants that have the phase 30 windups (doff-paks) or something similar relating to doff-paks, and rates of pay and job descriptions (working conditions) of employees at other plants assigned to doff-pak operations, including pre- and post-assignment pay rates."

2. Substitute the attached notice for that of the administrative law judge.

[1] The complaint was amended at hearing to delete from the name of the labor organization the affiliation with International Brotherhood of DuPont Workers. The case caption is modified accordingly.

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to bargain collectively with Martinsville Nylon Employees' Council Corporation, by refusing on request to supply relevant information needed by said Union to represent the employees it represents employed by us at the Martinsville plant.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, furnish the Union with the following: (1) information concerning asbestos removal procedures at our Seaford, Chattanooga, Old Hickory, Richmond, Waynesboro, and Chambers-Works facilities, and (2) information of other plants that have the phase 30 windups (doff-paks) or something similar relating to doff-paks and rates of pay and job descriptions (working conditions) of employees at other plants assigned to doff-pak operations, including the employees' rates of pay before their assignment to doff-pak operations and their rates of pay after assignment to doff-pak operations.

E. I. DUPONT DE NEMOURS & COMPANY

DECISION

KARL H. BUSCHMANN, Administrative Law Judge. This case, involving two consolidated complaints, was tried on July 6, 1983, in Martinsville, Virginia. In Case 5-CA-15243, the charge was filed by the Martinsville Nylon Employees' Council Corporation (the Union) on March 25, 1983, and the complaint issued May 5, 1983. It charged that Respondent E. I. Dupont de Nemours & Company (Respondent, the Company, or Management) had violated Section 8(a)(5) and (1) of the National

Labor Relations Act by refusing in the course of a grievance proceeding concerning asbestos removal procedures at the plant to provide the Union with information about other Dupont plants.

The Union filed the charge in Case 5-CA-15359 on April 26, 1983, and the complaint issued on June 3, 1983. This complaint alleged that the Company violated Section 8(a)(5) and (1) of the Act by refusing, in the course of negotiations about a bargainable issue, to provide the Union with information concerning "doff-pak" procedures at other of the Company's plants. The jurisdictional allegations[1] in the complaint were admitted by Respondent in its answer and at the hearing, but it denied that its refusals to furnish the information violated the Act.

Upon the entire record, including my observation of the demeanor of the witnesses, and after consideration of the briefs filed by the General Counsel and the Company, I make the following

FINDINGS OF FACT

I. ASBESTOS

Dupont's Martinsville, Virginia manufacturing facility is engaged in the production of continuous filament yarns. Like many manufacturing plants, its machinery and pipes have hot surfaces which require insulation. Asbestos has been the primary insulating material at Martinsville, and most of it was installed some 30 or 40 years ago. It now covers about 70 or 80 percent of the hot surface equipment at Martinsville. It was stipulated that the use of asbestos at Martinsville is similar to that at other Dupont plants.

In recognition of the increasingly apparent dangers of asbestos, Dupont issued a set of guidelines to all affected plants regarding the exposure of employees to asbestos. Employees are exposed when the asbestos insulation requires repair or removal. Martinsville's industrial hygienist, Joseph Fields, testified that these guidelines exceed the requirements mandated by the Occupational Safety and Health Administration. He stated that it was Dupont's policy to use OSHA standards as a minimum and to go beyond OSHA whenever possible. The extent to which each plant's safety requirements comply with OSHA, however, is within the discretion of each plant. In conformity with this policy, Martinsville developed its own procedure for the removal of asbestos insulation.

The events leading to the filing of the complaint in this case began in the latter part of 1982. Harold Dean Goad, the union president, and Sterling Belcher, the representative of the plant's sheet metal workers, insulators, and machinists, attended a seminar on asbestos in Richmond, Virginia, conducted by an attorney specializing in asbestos-related claims. Goad and Belcher also discussed asbestos procedures with a union official at Dupont's Richmond facility. They gathered from this conversation that Richmond's standard of protection was significantly higher than Martinsville's, especially regarding respirators, protective clothing, and the exclusion of employees from dangerous areas. Moreover, the attorney conducting the seminar stated that the respirator currently in use at Martinsville was inadequate. There also had been an incident at Martinsville somewhat earlier where an autoclave had exploded, requiring removal of asbestos. An examination of one employee's air mask revealed that the device had failed to filter out the asbestos. In addition, there had been complaints from insulators, who install and remove the asbestos, that the equipment they were using was inferior to other equipment then available. Finally, the Union questioned the results of some of the asbestos air sampling conducted on a regular basis at the plant. An employee had apparently taken some asbestos and crumpled it directly in front of the sampling equipment, but the machine failed to record any unusually high levels of asbestos. The asbestos samples were customarily sent by Martinsville to Haskell Laboratory, a subsidiary of Dupont, for analysis.

On November 18, 1982, representatives of Martinsville management met with union officials in the plant. The union expressed its concern and made three requests. First, it wanted a determination by OSHA that the respirator used at Martinsville, the model 3M-8710, was in fact acceptable. Second, the Union wanted to have a conference call set up among the Union, Martinsville management, the Richmond union official with whom Goad and Belcher had spoken, and Richmond management. Third, the Union wanted to send a pair of coveralls and a used respirator to an outside expert in New York for analysis.

Bruce Cloud, the plant engineering superintendent, refused to participate in a conference call or to have the respirator and coveralls examined. However, he agreed to set up an independent testing procedure and to provide the Union with both the OSHA asbestos procedure and the plant's own procedure for asbestos. He would also find out about the 3M-8710 respirator and the expertise of technicians who studied the X-rays taken of plant personnel.

In the meantime, Belcher filed two identical grievances on November 22 with Jimmy Cobler, an insulator supervisor, and B. A. Moore, a sheet metal supervisor. The grievances complained about the inadequacies of safety precautions at Martinsville as compared to the other Dupont plants regarding the removal of asbestos.

On November 30, the Company responded to several of the Union's grievance requests, offering for example to provide the Union with a copy of the OSHA asbestos standard and with Martinsville's own procedure for asbestos removal, as well as the results of the last six asbestos samplings performed at the plant. However, Respondent did not satisfy all of the Union's demands and the Union asked to have OSHA representatives come into the plant and test for asbestos concentration levels. This request was denied. When the Union stated that it could ask OSHA to come to the plant, the Company responded that it was understood that any collection of data would be performed by a third party chosen by both the Union and Respondent.

On December 1, 1982, the Company denied the first-step grievances and informed the Union that the 3M-8710 respirators had been approved for asbestos work by

[1] This includes the identity of Respondent and the Union.

the National Institute of Occupational Safety and Health, and that the plant's safety and environmental group had approved its use for up to five times the permissible exposure limit. Management also refused the Union's request to postpone any insulation work.

The Union presented the grievances in identical form at the second step on December 8 to management and also reserved the right to request additional information in the future.

The grievance was denied on December 16. Management, however, offered a more sophisticated respirator, the Norton 7500, as an alternative and agreed to hold up any asbestos related work which might exceed the capabilities of either respirator. The Union was provided with certain information relating to the plant's sampling and testing procedures.

At the third grievance step, the Union again voiced its concern about the adequacy of the respirators; it demanded the same respirators used by the Richmond employees as well as throwaway coveralls. The grievance was denied on January 13, although the request for the throwaway coveralls for use under special circumstances was formally considered.

The Union continued the grievance to the fourth and final step on February 3, 1983, by presenting it to Kenneth Stueber, the plant manager. He and Goad, the union president, became personally involved in the controversy for the first time. Added to the grievance was the Union's request for asbestos removal procedures at other Dupont plants, specifically Seaford, Delaware; Chattanooga and Old Hickory, Tennessee; Richmond and Waynesboro, Virginia; and Chambers-Works, New Jersey. These plants, the Union believed, had equipment similar to Martinsville's, which would make their removal procedures pertinent to the grievance. Stueber immediately responded that he did not have that information and furthermore did not intend to get it. The Union also wanted the Norton 7500 respirators issued and asked for the so-called Type C maximum protection forced air respirators rated to 100 times the permissible exposure limit for use when needed. Finally, the Union wanted the ABC television movie, "Caring about Asbestos," shown to all Dupont workers.

Except for the one regarding the Norton 7500, Respondent denied the Union's requests on the ground that the equipment it provided met OSHA standards and that certain jobs with high exposure to asbestos would be delayed. Having exhausted the grievance procedure, the Union brought the charges in this matter before the Board.

Discussion

The Company contends with some justification that the Union's grievances presented different elements at each successive step. According to Respondent, changes in the Union's demands, after the Company had met many of the Union's requests, were an indication that the Union failed to act in good faith.

Yet a recurring theme that appears throughout the negotiations is the Union's desire to obtain information about the employees' safety from asbestos exposure at Martinsville by a comparison with practices at other Dupont plants, notably Richmond. For example, at the November 18 meeting, the Union had asked for a conference call among Richmond union officials, Martinsville's management, and union officials at Martinsville. This was summarily rejected by Respondent.

The two grievances filed on November 22 expressed the Union's concern that the asbestos safety precautions at Martinsville were not as sound as those at other Dupont plants. Furthermore, it was felt that the Company was not providing a safe working environment. The second-step grievance expressed the same concerns. At the third grievance level, the Union again addressed the issue of the respirators available to Richmond employees. At the fourth step, Goad and the Union asked for asbestos removal procedures at various of Dupont's plants. In short, although the Union made a number of requests, many of which were met by management, the Union's intentions were clear at all stages of the proceeding. *Brazos Electric Power Cooperative*, 241 NLRB 1016, 1018–19 (1979), enfd. 615 F.2d 1100 (5th Cir. 1980).

Respondent has also suggested that the Union's filing of the grievance before management could respond to the concerns raised by the Union on November 18 indicated a lack of good faith. Yet it is clear that three items requested by the Union were rejected: the conference call, submitting coveralls to testing, and a satisfactory examination for the apparent insufficiencies of the sampling procedure. When these concerns were left unanswered it was unnecessary to require the Union to wait for a written refusal. While the Company ultimately agreed to several of the Union's demands, it was obviously unable to assuage the Union's safety concerns.

The Company has clearly failed to meet all of the Union's requests for information. Dupont's justification is basically that its practices complied with and actually exceeded OSHA standards and that it is immaterial what precautions are taken in other plants so long as the safety standards at Martinsville satisfied Federal standards and the strict procedures required by Dupont itself.

It has long been established that an employer's refusal to furnish to a union information which is relevant to the Union's proper performance of its collective-bargaining responsibilities is an unfair labor practice under Section 8(a)(1) and (5) of the Act. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 151–154 (1956). What is "relevant" largely depends on the nature of the information sought. Information about the wages, hours, and other terms and conditions of employment of unit employees is considered to be presumptively relevant, as it is vital to the employer-employee relationship. *Curtiss-Wright Corp. v. NLRB*, 347 F.2d 61, 69 (3d Cir. 1965). The precise relevance of such information need not be demonstrated unless effectively rebutted by the employer. Id. However, no such presumption attaches to information concerning employees outside the bargaining unit. Instead, the burden is on the Union to demonstrate the relevance of the information. *San Diego Newspaper Guild v. NLRB*, 548 F.2d 863, 866 (9th Cir. 1977); *NLRB v. Rockwell-Standard Corp.*, 410 F.2d 953, 957 (6th Cir. 1969); *Brown Newspaper Publishing Co.*, 238 NLRB 1334, 1337 (1978). This standard

has been characterized as "a special showing of pertinence." *Prudential Insurance Co. v. NLRB*, 412 F.2d 77, 84 (2d Cir. 1969). However, it is clear that the Union need not prove the *actual* relevance of the information sought, but merely the probability that the data is important in order to represent its members. *NLRB v. Acme Industrial Co.*, supra; *E. I. du Pont & Co.*, 264 NLRB 48 (1982).

The Union has made more than a general showing that the information it requested was generally relevant. As a result of a meeting with the Richmond union representative and the asbestos lawyer, the Martinsville Union was rightfully concerned that Richmond took greater precautions than Martinsville, and also that the 3M-8710 mask was not a sufficient protective device. Moreover, if Richmond's standards were higher than Martinsville's, it may be an indication that Martinsville lagged behind other Dupont plants as a whole in providing a safe working environment. Even if Martinsville met all the OSHA standards, other plant information might disclose that special circumstances exist at Dupont's plants which perhaps prevent those standards from being effective. Respondent's reluctance to send coveralls to outside experts for analysis may have contributed to the Union's doubts about Respondent's commitment to a safe environment. All testing of samples was performed by Haskell Laboratory, Dupont's subsidiary. The Union may have felt that assurances based on data obtained under these circumstances may not have been entirely trustworthy, especially when Martinsville's asbestos sampling device had apparently failed to record large amounts of asbestos dust crumpled directly in front of it by an employee.

The request for asbestos information from other plants is particularly relevant, because it is clear that Martinsville management has frequent contact with its counterparts at other plants on a regular basis.[2] Significantly, Dupont admitted that workers were exposed to asbestos. While Respondent may be seriously concerned with the asbestos problem and attempting to provide the safest possible working environment by meeting or exceeding OSHA standards, it must recognize that the workers in the plant, as represented by the Union, should have an equal voice in the proposals for plant safety.

Respondent's belief that its asbestos removal procedures exceeded the standards required by OSHA is an insufficient basis for its refusal to furnish that information. This is especially true when all the information is available to the Respondent and not to the Union. *Amphlett Printing Co.*, 237 NLRB 955, 956 (1978). The Respondent unfairly characterizes the Union's requests as nothing more than "suspicion or surmise" of inadequate asbestos procedures. The information which the Union had managed to obtain on its own was enough to raise the basis of its request above a mere suspicion. It is well settled that plant safety is a condition of employment. *Gulf Power Co.*, 156 NLRB 622 (1966), enfd. 384 F.2d 822 (5th Cir. 1967). The asbestos information is necessary to the Union so that it is not "forced to grope blindly through the very stages of the grievance procedure." *Curtiss-Wright Corp. v. NLRB*, 347 F.2d at 71.

[2] Bruce Cloud, the Martinsville engineering superintendent, testified to this effect, although he denied ever discussing protective equipment with management at other plants. I do not credit Cloud's testimony in this regard. During cross-examination, he appeared to be evasive and inconsistent in his testimony. It also strains credulity to believe that he never discussed such an important issue with other Dupont engineering superintendents, especially in light of Dupont's commitment to safety.

II. DOFF-PAK

In early 1983, Martinsville management wanted to institute a more efficient system for packaging the nylon yarn produced by the plant. It decided to increase the size of the yarn packages, which also required a more automated process for removing bobbins of yarn from the spinning machines (doffing), inspecting the spools, and packing them. This new procedure was referred to as the "doff-pak" system. By late March 1983, Martinsville management sought to discuss these developments with the Union.

The parties met informally about doff-pak on March 22, 1983, primarily to inform the Union of management's intent to implement the procedure, and to explain how it would affect the employees' jobs. One of Respondent's representatives, Irwin Holly, a supervisor in Martinsville's multiproducts spinning department, the area which would be affected, stated that he had been to Dupont's Kinston, North Carolina plant to observe a similar doff-pak operation and that the new system at Kinston was much like the one proposed for Martinsville.

The first formal negotiation session concerning doff-pak was held on March 30. Two alternative doff-pak concepts were proposed: one was the "doff-pak only" system, which required spinning machine operators to doff, inspect, and pack the spools of yarn. It was regarded as a short-range concept. The other alternative was a long range or "total team" concept which would add some minor mechanical, administrative, and process work to the doff-pak only duties. The Union proposed a 5-percent increase over the present group 4 wage level for the spinning machine operators who would be engaged in the total team test to compensate them for the additional duties they would be performing.

At the second meeting on April 6, management discussed the specific tasks which would be required of the spinning machine operators in the total team plan. But no agreement was reached about the 5-percent increase. The Company came into the third meeting on April 13 with a decision to institute the doff-pak only plan instead of the total team concept. The Union responded by requesting information in order to formulate a counterproposal. The Union requested information as to which other Dupont plants had a doff-pak or similar windup system, what the working conditions were at those plants, and the operator's pay rate at those plants before and after instituting the doff-pak system.

Harold Reid, the supervisor of the multiproducts spinning area, said he would look into the requests; however, he stated that some of the requested information would not be given since he felt it was not relevant to what Martinsville paid.[3]

[3] There is some dispute as to the extent of the requests. The Union's witnesses testified that Dean Goad, the union representative, made the re-

Continued

At the fourth negotiation session on April 18, management informed the Union that Martinsville was the only plant using the phase 30 windup, but that a similar doff-pak system was in use at the Kinston, North Carolina plant, and that those spinning machine operators working with the doff-pak system at Kinston were paid at a group 4 rate before and after doff-pak was instituted. Management insisted that the rate of pay at each Dupont plant was different, as it was formulated according to the prevailing local wage, and that information concerning other plants' wages was, therefore, irrelevant. In any case, management was unwilling to reveal its pay determination system because it was already the subject of other litigation.

Following another negotiation session April 20, the doff-pak only test was implemented about June 1, 1983, without resolving the issues dealing with the rate of pay for spinning operators participating in the test and the request for information.

Discussion

The requests by the Union dealt with information outside the bargaining unit. As explained above, the Union must, therefore, demonstrate its relevance.

Respondent has shown that the rates of pay at each of its plants depend on a comparison with rates paid by other companies in the local area. As such, it maintains that the actual wage of the spinning machine operators at Kinston and other plants is irrelevant. The General Counsel has cited the recent Board decision in *E. I. du Pont & Co.*, 264 NLRB 48 (1982), as refuting the irrelevancy of nonunion wage information when each plant's pay scale depends on local rates: "The data is especially pertinent here because without it [the Union] cannot intelligently formulate its desired approach to a wage policy different from that adhered to by DuPont." However, the Union here is not negotiating an entire wage policy for the plant but merely a possible pay increase for certain of its members. Respondent accordingly argues that, given Dupont's locally based wage structure, the actual wages of the Kinston and other spinning machine operators are not relevant. Since the Union was informed by management that the Kinston employees working on doff-pak were classified in group 4 before and after doff-pak had been instituted, it, according to Respondent, is really the only wage data that is relevant to the Union's ability to effectively represent its members.[4] Respondent, however, ignores the possibility that there may well be other plants besides Kinston with similar doff-pak operations, and that operators at other locations had indeed received a pay increase. Moreover, testimony reveals that the Company made use of Kinston's wage classifications in deciding what increase, in any, should apply to the Martinsville doff-pak group. Irvin Holley, Martinsville's first-line supervisor in multiproduce spinning, testified that when he went to Kinston to look at the doff-pak operation there he inquired about the group rate of the doff-pak spinning machine operators. Holley further testified that spinning machine operators are not necessarily paid in group 4 companywide and that he knew some Dupont manufacturing areas where employees are not paid on a group rate system. Without information on the similarities and differences of the Martinsville and other doff-pak systems, the Union's knowledge of wage classification is useless. In other words, the wage information is not truly meaningful unless it can be seen what the duties of similarly situated employees at other plants are.

The phase 30 system at Martinsville may differ from the system at Kinston in enough respects to warrant paying the Martinsville people more, or another plant may pay its doff-pak workers at a higher level because of the complexity of the system. Even where jobs and working conditions may be quite dissimilar, such information must be provided even if only potentially relevant. *NLRB v. Acme Industrial Co.*, 385 U.S. at 437.

While management provided operators at Martinsville with Kinston instruction manuals, it failed to provide the requested information. Without such information the Union cannot fairly evaluate its position and is in no position to "intelligently discuss the issues raised in bargaining permitted by the collective-bargaining contract." *San Diego Newspaper Guild*, 548 F.2d at 866. To be sure, "the showing by the Union must be more than a mere concoction of some general theory which explains how the information would be useful to the Union" in bargaining on behalf of its members. *San Diego Newspaper Guild*, supra. But the Union has based its request on more than a theory. The Union was initially informed that the Kinston system was similar to that proposed in Martinsville. However, management never represented that Kinston was the only Dupont plant with doff-pak. Having been told about Kinston, the Union could reasonably infer that data from other plants would be equally as pertinent if those plants also had a doff-pak system. The Union should certainly be informed whether operators of doff-pak systems at Kinston or other plants have comparable job descriptions and whether they received increased pay as a result of the change to the new system. The Union was thus entitled to the information.

Conclusions of Law

1. Respondent E. I. Dupont de Nemours & Company is admittedly an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union, Martinsville Nylon Employees' Council Corporation, is admittedly a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent and the Union have been parties to a series of collective-bargaining agreements (the one involved here was effective from August 6, 1981, through April 30, 1983) in which the Union was recognized as

quest regarding working conditions (actually meaning job descriptions) at the other plants, while none of the management witnesses recalled this request. Bobby Young, a union representative present at the meeting who took notes which were introduced into evidence (G.C. Exh. 21), stated that Goad had indeed made such a request and that his notes reflected this. I find Young testified credibly that he made no changes on his notes after the fact. Furthermore, I find that the testimony of union representatives Goad, who should remember what he had said, and Ramsey was credible.

[4] The record is not clear whether a 5-percent pay incease would have removed the operators from classification group 4 and placed them into a higher group.

the exclusive bargaining representative of employees in an appropriate unit described in article I of that agreement.

4. Respondent, by refusing to provide the Union with information concerning asbestos removal procedures at Respondent's Seaford, Chattanooga, Old Hickory, Richmond, Waynesboro, and Chambers-Work facilities, has failed to bargain in good faith with the Union in violation of Section 8(a)(5) and (1) of the Act.

5. Respondent, by refusing to provide the Union with the following information, has failed to bargain in good faith with the Union in violation of Section 8(a)(5) and (1) of the Act:

> Other plants that have the phase 30 windups (doff-paks) or something similar relating to doff-paks, and rates of pay and job descriptions (working conditions) of employees at other plants assigned to doff-pak operations.

6. The unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent has engaged in and is engaging in certain unfair labor practices affecting commerce, I shall recommend that it cease and desist therefrom and take certain affirmative action in order to effectuate the purposes of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[5]

ORDER

The Respondent, E. I. Dupont de Nemours & Company, Martinsville, Virginia, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Martinsville Nylon Employees' Council Corporation by refusing on request to supply relevant information needed by said Union to represent the employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act.

(a) Furnish the Union, on request, with the following: (1) information concerning asbestos removal procedures at Respondent's Seaford, Chattanooga, Old Hickory, Richmond, Waynesboro, and Chambers-Work facilities, and (2) information of other plants that have the phase 30 windups (doff-paks) or something similar relating to doff-paks, and rates of pay and job descriptions (working conditions) of employees at other plants assigned to doff-pak operations.

(b) Post at its plant in Martinsville, Virginia, copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by it immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

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[5] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[6] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."